

MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 21, 2013

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, and Ben Harrison. Absent: James W. "Bill" Latimer. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Gary Daly and seconded by Steve Turner to approve the minutes of October 7 & 16, 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following claims

10/01/13	Check # 25771	Void
10/01/13	Check # 25772	\$ 2,500.00
10/04/13	Check # 25773 - 25826	\$1,429,991.55
10/11/13	Check # 25827 - 25913	<u>\$1,223,001.72</u>
	TOTAL	\$2,655,493.27

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to authorize the Chairman to execute the following resolution to enter into agreement with the Alabama Department of Transportation for a Transportation Alternatives Project which provides for Limestone County Archives Depot Restoration/Sprinkler System.

AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROJECT BETWEEN THE STATE OF ALABAMA AND LIMESTONE COUNTY COMMISSION

Limestone County

Limestone County Archives Depot Restoration/Sprinkler System
Project No. TAPAA-TA13(903)

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PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and the Limestone County Commission, hereinafter referred to as AGENCY, in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA, and

WHEREAS, legislation enacted by the U. S. Congress authorizing the establishment of a Transportation Alternatives Program, and

WHEREAS, said legislation requires that two percent of the "Moving Ahead for Progress in the 21st Century Act" or the "MAP-21" funds be available for transportation alternatives activities, and

WHEREAS, transportation alternatives activities are defined as...

1. Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian lighting, downtown streetscape (combination of sidewalks, pedestrian lighting and landscaping), and other transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
2. Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
4. Construction of turnouts, overlooks, and viewing areas.
5. Community improvement activities, including-
 - i. inventory, control, or removal of outdoor advertising;
 - ii. historic preservation and rehabilitation of historic transportation facilities;
 - iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - iv. archaeological activities relating to impacts from implementation of a transportation project eligible under Title 23.
6. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-

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- i. address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

WHEREAS, the AGENCY developed a project application, including the document relating thereto, which was subsequently submitted to the STATE and approved, and

WHEREAS, it is in the public interest for the STATE and the AGENCY to participate in a transportation alternatives program, as reflected by such project application.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

PART TWO (2): PROJECT PROVISIONS

- A. **Project Description:** The AGENCY will undertake a transportation alternatives project in accordance with this Agreement, plans approved by the STATE and the requirements, provisions, terms, and conditions of the project application, including the documents relating thereto, developed by the AGENCY and approved by the STATE. This application, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the AGENCY that failure to carry out the project in accordance with the Agreement, approved plans and the project application, including documents related thereto, may result in the loss of federal funding for the project.
- B. **Time Limit:** This project will commence upon execution of this Agreement and upon written authorization to proceed from the STATE directed to the AGENCY. The AGENCY shall have no more than two (2) years from the date of execution of this agreement to have the project authorized for construction, or to begin right-of-way acquisition, or to commence other eligible activities in accordance with the scope of work approved by the STATE. If this stipulation is not met, the STATE will notify the AGENCY in writing that the project is terminated.
- C. **Project Funding:** It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program funds as authorized under MAP-21 and the STATE will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the AGENCY prior to accomplishment of work for which reimbursement is requested. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal transportation alternatives funds and 20 percent AGENCY funds, not to exceed a maximum sum of \$376,009.60 in federal funds. The estimated cost and participation by the various parties is as follows:

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	Total Estimated Cost	Estimated Federal Funds	Estimated Agency Funds	Estimate State Funds
Lead Paint Abatement	\$ 82,000.00	\$ 65,600.00	\$16,400.00	\$0
Construction (Including Professional Fees for Construction Engineering & Inspection)	\$388,012.00	\$310,409.60	\$77,602.40	\$0
Total	\$470,012.00	\$376,009.60	\$94,002.40	\$0

Plans for constructing improvements under this project will be developed by or for the AGENCY at no expense to the STATE or FHWA. Construction of improvements under this agreement will be by contract in keeping with applicable competitive bid laws. Necessary engineering and inspection during construction will be performed by or for the AGENCY and will be paid for with project funds. Any cost incurred by the AGENCY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amount previously stated will be borne and paid by the AGENCY with no liability of the STATE for any such cost.

- D. Project Budget:** The AGENCY will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Division Engineer and date of such approval. All cost for which the AGENCY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement.

Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the AGENCY be reimbursed for expenditures over and beyond the amount approved by the STATE.

- E. Ownership of Property:** All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the AGENCY (in accordance with the provisions of 23 CFR Part 635 and 49 CFR Part 24) at no expense to the STATE. This should be shown on the "City and Other Local Public Agency Certification for Physical Construction" form (ROW Certification). Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the AGENCY. In cases where property is leased, the terms of the lease will not be less than the expected life of the improvements.

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- F. Acquisition of Property:** Acquisition of real property by the AGENCY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.
- G. Relocation of Utilities:** The AGENCY will relocate any utilities in conflict with the project improvements without cost to the STATE or FHWA.
- H. Protection of Interest:** No change in use or ownership of real property acquired or improved with funds provided under the terms of this agreement will be permitted without prior written approval from the STATE and FHWA. The STATE and FHWA will be credited on a prorata share any revenues received by the AGENCY from the sale or lease of property, which is the site of the federally funded project.
- I. Purchase of Project Equipment and/or Services:** The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The AGENCY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The AGENCY will not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the AGENCY will provide all bids to the STATE with a recommendation for award. The AGENCY will not award the contract until it has received written approval from the STATE.
- J. Invoicing:** The AGENCY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the AGENCY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Division Engineer for payment. The AGENCY may bill the STATE not more often than once per month for, the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto.

Invoices for any work performed by the AGENCY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

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- K. Maintenance:** Upon completion and acceptance of the work by the STATE, the AGENCY will assume full responsibility for the project work and will maintain the project work for a reasonable life expectancy.
- L. Contracts under this Agreement:** The AGENCY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- M. Records and Reports:**
1. Establishment and Maintenance of Accounting Records: The AGENCY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.
 2. Documentation of Project Cost: All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE.
 3. Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
 4. Reports: The AGENCY will report to the STATE the progress of the project in such manner as the STATE may require. The AGENCY will also provide the STATE any information requested by the STATE regarding the project.
 5. Financial Statements: The AGENCY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
 6. Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.
- N. Regulations:** The STATE hereby obligates the AGENCY to comply with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The STATE, upon request, will furnish to the AGENCY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.
- (1) Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a federal, state or local law, must be applied for the maintenance

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and long term upkeep of the transportation alternatives project authorized by this agreement.

- (2) The AGENCY agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation alternatives project, that federal funds expended on this project must be refunded to the FHWA and the AGENCY will reimburse and pay to the STATE a sum of money equal to the total amount of federal funds expended under this agreement.
- O. **Point of Contact:** The applicable or appropriate division office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the AGENCY.

PART THREE (3): MISCELLANEOUS PROVISIONS

- A. **Agency to Indemnify:** The AGENCY will be responsible at all times for this project and all of the work performed under this Agreement and especially the AGENCY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, in both their official and individual capacities, and agents of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project. By entering into this agreement, the AGENCY is not an agent of the State, its officers, employees, agents or assigns. The AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
- B. **Federal Immigration Law:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- C. **Audit and Inspection:** The AGENCY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the AGENCY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The AGENCY will also permit the above noted persons to audit the books, records and accounts of the AGENCY pertaining to the project at any and all times, and the AGENCY will give its full cooperation to those persons or their authorized representatives, as applicable.

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- D. **Audit Requirements:** The AGENCY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- E. **Termination:** In the event the AGENCY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the AGENCY under this Agreement. Any such default or defaults not corrected by the AGENCY within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the AGENCY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the AGENCY will not constitute a waiver of subsequent default or defaults by the AGENCY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.
- F. **Retention of Records:** The AGENCY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- G. **Performance:** The AGENCY will commence, carry on, and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- H. **Equal Employment Opportunity:** The AGENCY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The AGENCY will take affirmative action to insure that applicants for employment are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials for the purpose of monitoring the AGENCY'S compliance with the provisions of this section.
- I. **Title VI — Civil Rights Act of 1964:** The AGENCY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d.)et seq.), the regulations of USDOT issued thereunder (49 CFR, Subtitle

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A, Part 21), and the assurance by the AGENCY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials which will permit them to monitor the AGENCY for compliance with the provisions of this section.

- J. Prohibited Interest:** No member, officer, or employee of the AGENCY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- K. Americans with Disabilities Act:** The AGENCY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).
- L. Arbitration:** Following the utilization of voluntary alternative dispute resolution, if any dispute should remain, then the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.
- M. Permission to Start Work:** The AGENCY will not proceed with the project work until the STATE gives written authorization for the AGENCY to proceed.
- N. Restrictions on Lobbying:** The prospective participant/recipient, by causing the execution of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under 31 U. S. C. § 1352 and the person signing same for and on behalf of the prospective participant/recipient that:

 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under 31 U.S.C. § 1352, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- (3) The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under 31 U.S.C. § 1352, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, and that all such subrecipients shall certify and disclose accordingly.
- O. Other Applicable Regulations:** The AGENCY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water Pollution Control Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- P. Subcontracts:** The AGENCY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the above clauses as required by the STATE.
- Q. Exhibits M, and N** are hereby attached to and made a part of this Agreement.
- R. Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- S. Drug Free Workplace Act of 1988:** The AGENCY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.
- T. 7/24th Law:** Nothing shall be construed under the terms of this Agreement by the AGENCY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

EXHIBIT M

CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

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- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

CONSULTANT 2/15/95

REVISED 5/30/02

REVISED 6/16/11

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

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In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive on all parties.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

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RESOLUTION

BE IT RESOLVED, by Limestone County Commission as follows:

1. That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a Transportation Alternatives project with partial funding by the Federal Highway Administration, which agreement is before this Commission;
2. That the agreement be executed in the name of the County, for and on behalf of the County, by its Chairman.
3. That it be attested by the Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County Commission.

I, the undersigned qualified and acting County Clerk of Limestone County Commission, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 21st day of October, 2013, and that such resolution is on file in the County Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 21st day of October, 2013.

County Clerk

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following agreement between the Limestone County Commission and Morell Engineering Inc. for the Construction and Inspection Services for Thomas Hammons Road.

AGREEMENT BETWEEN THE LIMESTONE COUNTY COMMISSION AND MORELL ENGINEERING, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES PROJECT NO. IAR-042-000-005

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WHEREAS, Morell Engineering, Inc. ("CONSULTANT") is an engineering firm which is qualified to do business in the State of Alabama, and has its principal Alabama office at 112 N. Marion Street, Athens, AL 35611.

WHEREAS, on October 21, 2013, the CONSULTANT has entered into an agreement (the "Agreement") with the Limestone County Commission (the "County") through which the County contracted with CONSULTANT to perform CE & I Services (collectively the "Services"):

WHEREAS, Project No. IAR-042-000-005 encompasses Widen and Resurface Thomas Hammons Rd. (the "Project");

WHEREAS, the Project is substantially funded by the Alabama Department of Transportation ("ALDOT") the responsibility for managing the Project;

WHEREAS, ALDOT has requested that the County, interface, and manage and monitor its performance of the Services;

WHEREAS, CONSULTANT acknowledges and agrees that all Services and work on the Project is to be completed in accordance with the applicable federal, ALDOT and County guidelines; and

WHEREAS, the parties desire to enter into this AGREEMENT (the "Agreement") in order to acknowledge that the CONSULTANT will provide all Services on the Project in a manner that fully complies with applicable federal, ALDOT, and County guidelines. As hereinafter, the term "Agreement" shall be used to reference the Agreement.

NOW WITNESSETH

For and in consideration for the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which acknowledged by the parties, CONSULTANT and the COUNTY agree as follows:

ARTICLE I - SCOPE OF WORK

The CONSULTANT shall provide all work, personnel, and equipment as required to perform Services. The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the COUNTY and the Secretary of Transportation for the FHWA in cooperation with the State and shall ascertain the written practices of ALDOT prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the review, approval and acceptance of the COUNTY, ALDOT, and FHWA, where applicable, before CONSULTANT will be paid in full for said work.

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The Services to be performed by the CONSULTANT will comply with the following additional provisions and specifications:

DEFINITIONS:

- Transportation Director: The chief executive officer of ALDOT.
- Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- Bureau of Construction: One of the Bureaus of ALDOT charged with administering ALDOT'S construction program.
- State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.
 - Project Manager, COUNTY: Qualified individual assigned by the COUNTY to manage Construction Engineering and inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.
- FHWA: The Federal Highway Administration of the United States Department of Transportation.
- Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
- Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.
- Construction Contract Suspension: Cessation of construction activity on a construction contract.
- Division Engineer: Administrative head of ALDOT'S Division or their designated representative.
- District Engineer: Administrative head of one of ALDOT'S Districts or their designated representative.
- State Bridge Engineer: Administrative head of ALDOT'S Bureau of Bridge.
- State Design Engineer: Administrative head of ALDOT'S Bureau of Design.

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- **CONSULTANT:** Firm(s) retained by the COUNTY to perform all construction engineering and administrative functions as defined in this AGREEMENT.
- **State Materials and Tests Engineer:** Administrative head of ALDOT'S Bureau of Materials and Tests.
- **Division Materials Engineer:** Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Division.
- **Consultant Design Engineer (when applicable):** Consultant design engineer retained by ALDOT to design aforementioned project(s).
- **Division Construction Engineer:** Employee designated by ALDOT to administer policies and procedures of construction projects covered by this AGREEMENT in ALDOT'S Division.
- **Division Consultant CE & I Engineer (when applicable):** Employee of ALDOT designated by Division Construction Engineer to be in charge of project(s) covered by this AGREEMENT.
- **County Engineer:** County Engineer of the COUNTY or their designated representative.

ITEMS REQUIRED BY THE CONSULTANT:

Document Compliance:

The requirements outlined within printed documents listed below are a condition of this Agreement.

Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this agreement.

1. All active Construction Information Memorandums issued prior to or after execution of this Agreement by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this Agreement shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Division Construction Engineer.

2. Guidelines for Operations issued by ALDOT can be located at ALDOT website.

3. All Technical Advisories and Memorandums issued after execution of this Agreement by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution

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of this agreement shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Division Materials and Tests Engineer.

4. ALDOT'S Testing Manual as issued and available at ALDOT website by ALDOT'S State Materials and Tests Engineer. This Manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website.)

5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said manual is available on ALDOT'S website.)

6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.

7. Applicable ALDOT Standard Specifications for Highway Construction. (Said manual is available on ALDOT's website).

8. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department.

9. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website.)

10. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.

11. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.

12. Copies of all applicable ASTM Standards.

LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the COUNTY, ALDOT, and FHWA. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT.

REQUIREMENTS:

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Project Inspection:

The CONSULTANT shall provide services to monitor and document Contractor's Construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The State shall monitor all other off-site activities and fabrication (including pre-stress production). The standard procedures and practices of the State for inspections of construction projects are set out in the State's Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the ALDOT's Testing Manual. The COUNTY or ALDOT reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the COUNTY of schedules for sampling and testing as work progresses on the Project so sampling can be accomplished by the CONSULTANT at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the CONSULTANTS laboratory. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

Management Engineering Services:

CONSULTANT services include, but are not limited to the following:

Maintain project records of all sampling and testing accomplished. This work shall include analyzing such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance

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periods (curing period, operational period, etc.). The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of any nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the State shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required.

PERSONNEL:

General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the COUNTY to effectively carry out its responsibilities.

Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the COUNTY the names of all personnel to be considered for assignment to said construction Project, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted and approved by the COUNTY at least two weeks prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working hereunder.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with five years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the County Engineer.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician

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- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. Employees in said class shall act as the first contact between contractor and the COUNTY. The Project Manager shall be responsible for supervision of all employees assigned to the Project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to District Engineer's or the County Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the County Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

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This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or more of the following certifications as necessary and approved by the County Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

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- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by County Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

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TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

- Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established

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policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor.

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

STAFFING:

The COUNTY shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by County Engineer. An individual previously approved whose performance is later determined by the COUNTY to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by County Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by County Engineer shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum.

The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by County Engineer. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this AGREEMENT shall be enforced to replace

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personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of County Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the COUNTY determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

SUBCONSULTANT SERVICES:

Upon written approval of the COUNTY and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The County Engineer shall verify qualifications of personnel used by sub-consultant.

OTHER SERVICES:

The CONSULTANT shall, upon written authorization by County Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the COUNTY in connection with said Project(s).

CLAIMS REVIEW:

In the event Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT has completed this AGREEMENT, the CONSULTANT shall, by written request from the COUNTY, analyze the claim, prepare a recommendation to County Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services shall be mutually agreed between the COUNTY and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by County Engineer, assist appropriate COUNTY Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT.

The CONSULTANT shall, upon written request by County Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the COUNTY in any litigation or hearings in connection with said construction contract(s).

ARTICLE II - TIME OF BEGINNING AND COMPLETION

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The CONSULTANT services for each on-call construction assignment shall begin after the CONSULTANT receives Notice to Proceed from the COUNTY. The maximum amount payable to the CONSULTANT for services on each on-call construction assignment shall not exceed the amount stated on said CPO. The length of services as herein established for each construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the COUNTY of described services.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Division requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from the COUNTY.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, ALDOT shall pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

<u>CLASSIFICATION</u>	<u>HOURLY PAY RANGES</u>
Professional Civil Engineer	\$28.00 to \$43.00
Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00
Instrument Person	\$13.00 to \$23.00
Target Person	\$12.00 to \$19.00

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2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. Field office overhead and labor additive rate of 105 percent on direct salary and wages. The sub-consultants overhead and labor additive rate shall not exceed the prime consultant's rate. The CONSULTANT'S billable overhead and labor additive rate can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT. Facilities Capital Cost of Money (FCCM) rate is 0.58 percent of the direct labor and no profit shall be allowed on the said item.
4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.
5. The CONSULTANT'S home office overhead and labor additive rate is 157.24 percent, as determined by the STATE'S Bureau of Finance and Audits, External Audit Section, shall be applied to direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive rate can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.
6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Financial Statement Audit that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
7. Any paid overtime shall require prior authorization from Division Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.
 - a. The hourly overtime rate shall be 1.5 times the hourly billable rate.
 - b. Hours worked on holidays observed by the CONSULTANT shall be billable at an hourly rate of 2 times the hourly billable rate. Billable holiday work shall require prior approval by ALDOT.
8. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed _____\$81,566.00_____ (15% CEI).

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SECTION 2

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.

B. Partial payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the COUNTY may deem necessary. The original invoice shall be submitted by the CONSULTANT to the COUNTY for review and approval.

C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the COUNTY or STATE.

SECTION 3

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the STATE of all claims and of any and all liability of the STATE to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the STATE.

SECTION 4

During the period of this AGREEMENT, the CONSULTANT shall not be employed and CONSULTANT'S employees shall not be employed by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the STATE.

SECTION 5

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the STATE in effect at the time work is performed.

ARTICLE IV – MISCELLANEOUS PROVISIONS

The CONSULTANT agrees to abide by the "ALDOT Principles of Business Conduct".

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and this

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AGREEMENT is deemed to be effective on the date of approval by the Legislative Contract Review Oversight Committee and approval of the Governor of Alabama.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the following lease agreement with the Limestone County Water & Sewer Department to lease the second floor at 520 South Jefferson Street for temporary location of the Circuit Court Clerk office during Courthouse renovations.

STATE OF ALABAMA

COUNTY OF LIMESTONE

LEASE AGREEMENT

This Lease Agreement is made and entered into this 21st day of October, 2013, by and between the Limestone County Water and Sewer Authority (hereinafter referred to as "Lessor"), and the Limestone County Commission, the governing body of Limestone County, Alabama (hereinafter referred to as "Lessee").

WITNESSETH:

That for and in consideration of the rents, covenants and conditions herein contained to be kept, performed and observed by Lessee and Lessor, the Lessor hereby rents and leases to Lessee, and Lessee does hereby rent and accept from Lessor, for the term herein specified, the second floor of the real property of Lessor located at 520 South Jefferson Street, Athens, Alabama, 35611, which space shall hereinafter be referred to collectively as "the Leased Premises".

For and in consideration of the terms, covenants, and conditions herein, it is agreed as follows, to wit:

1. This lease shall be for twenty-four (24) months commencing from the time of occupancy; tentatively early 2014.

2. Lessee agrees to pay to Lessor a monthly rental payment at the monthly rate of \$1,800.00 payable on the 1st day of each and every month with the first payment due on the date of commencement and continuing each and every month thereafter through the twenty-fourth (24th) month of the lease term.

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3. All rent payments shall be made payable to Lessor and delivered to Lessor at LCWSA, P.O. Box 110, Athens, AL 35612.

4. In the event Lessee fails to pay any installment rent when due, or otherwise violates any of the terms and provisions of this lease, Lessor shall have the right to terminate this lease and immediately regain possession of the premises, or in the event Lessee shall abandon or vacate the premises before the end of the term, Lessor may re-let the premises upon terms satisfactory to them.

5. Said premises shall be used by Lessee for the offices of the Limestone County Circuit Clerk as an accommodation to Lessee and the Limestone County Court system, and may be used for any other lawful County purpose. Lessee may use other areas of the real property upon prior notification to Lessor and the approval and agreement of Lessor, such as, but not limited to, the use of the third floor for conducting election and voting activities.

6. Lessor shall maintain fire insurance on the building and its real property. The Lessee shall be responsible for maintaining insurance on its personal property.

7. Lessee shall be responsible and liable for any injury or damage done to the Leased Premises that has been caused by the Lessee, its employees, or any other person whom the Lessee permits to be in, on, or about the Leased Premises. The Lessee agrees to repair, cause to be repaired, or pay for any such damage or injury to the Leased Premises within a reasonable time upon being notified by the Lessor that the damage or injury to the Leased Premises has occurred and is an item of damage or injury covered under this Lease Agreement.

8. The Lessor shall be responsible for maintenance/repair to heating, cooling, hot water heater and other such plumbing and electrical systems.

9. Lessor shall own and retain title to all furniture, fixtures, and appliances located in the Leased Premises when Lessee occupies same, and Lessor may remove said property at any time with reasonable notice to Lessee.

10. It is agreed that in the sole discretion of the Lessor, if Lessee is not taking care of said premises or keeping same in a clean and orderly condition, then Lessor shall have the right to terminate this agreement and be entitled to immediate possession of the Leased Premises.

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11. Lessor shall not be liable for the damage, loss, or theft of Lessee property to the extent that such damage, loss, or theft of Lessee property is not the result of the Lessor or the Lessor's employees or agents.

12. Lessor shall not be liable for any damage to person or property sustained by the Lessee, its invitees, or other persons coming upon said premises for Lessee's purposes.

13. Lessee shall not use or permit the use of the premises for any purpose which will injure Lessor's reputation in the area or increase fire hazards to the Leased Premises.

14. Lessee shall not install or remove light, bath, or other fixtures in or from the office space or common area without the written consent of the Lessor.

15. Lessee shall be responsible for payment of phone, television, internet, and any other such utility expenses except electricity which will be paid by the Lessor. In addition, Lessee shall be responsible for the placement and cost of any signage needed, any additional security system needed, and any changes needed in regard to door locks.

16. Lessee shall not allow or permit any unlawful or undesirable business to be conducted in, on, or about the Leased Premises.

17. This Lease Agreement may not be assigned by Lessee and no part of the premises shall be sub-let by Lessee without written consent of Lessor.

18. Lessee shall be responsible for janitorial maintenance and upkeep of the Lease Premises. When the Leased Premises are not in use by the Lessee, all trash shall be removed from the Leased Premises upon Lessee leaving the Leased Premises, and, upon leaving the Leased Premises, the Lessee shall check to determine that any appliances are turned off, no water is left running, no toilets are left running, and all exit doors are locked. If Lessee finds any problems with the foregoing it shall be the Lessee's responsibility to contact the Lessor immediately at (256) 262-2536, or at any other number which may be designated by Lessor.

19. Lessee shall at the expiration of this Lease Agreement return the peaceable possession of the premises to the Lessor in as good of a condition as received, normal wear, tear, and aging excepted.

20. In the event this lease should expire without renewal and the Lessee continues thereafter in possession of said premises, it is agreed that the Lessee shall remain as a tenant-at-will on a month-to-month basis.

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21. Lessor reserves the right to enter upon and inspect the Leased Premises at such reasonable times as Lessor may deem necessary. Lessor further reserves the right to enter upon the Leased Premises to make such repairs, additions, or alterations as Lessor may deem necessary, and, in such event, Lessor shall give reasonable notice to Lessee that such repairs, additions, or alterations are to be made.

22. This Lease Agreement may be terminated by Lessee upon giving at least thirty (30) days notice to Lessor, and, in such event, Lessee shall only be obligated for the payment of rent due through such date of termination. In the event the date of termination shall be prior to the last day of a month, the rent due for the month of termination shall be prorated through the date of termination.

23. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the rights to the Leased Premises demised herein. Lessor further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights and privileges belonging in or otherwise pertaining thereto during the full term or any extensions thereof.

24. If the Lessee shall fail to pay rent when due or default or violate any other provisions of this Lease Agreement, the Lessor shall be entitled to any such remedies provided either at law or in equity.

25. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have hereunto affixed their seals and executed this Lease Agreement effective on the day and date first above written.

LESSOR:
**LIMESTONE COUNTY WATER AND
SEWER AUTHORITY**

By: _____
Its: Chairman

LESSEE:
THE LIMESTONE COUNTY COMMISSION

By: _____
Its: Chairman

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to suspend the Rules of Order to add a revised agreement to the agenda for intersection improvements at Thomas Hammons Road and Highway 31.

The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute the following revised agreement (previously approved on May 21, 2013) with ALDOT for intersection improvements at Thomas L. Hammons Road and Highway 31, widening and resurfacing to the entrance of Carpenter Technology Corporation, in the amount of \$630,000.00. No County match.

REVISED AGREEMENT — IA FORCE ACCOUNT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and LIMESTONE COUNTY, ALABAMA (FEIN 63-6001607), party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the intersection improvements at Thomas L. Hammons Road and US 31 and widening and resurfacing of Thomas L. Hammons Road to the entrance of Project Crossroads to benefit Carpenter Technology Corporation. Length — 0.72 miles. Proj # tAR-042-000-005, CAMS Ref. #100058667.

NOW THEREFORE, it is mutually agreed between the STATE and COUNTY as follows;

This Agreement may be terminated by the STATE at any time the State Transportation Director determines that the owner of the proposed facilities will not locate or expand facilities as previously represented. Such termination will occur upon notice of termination from the Transportation Director to the other party or parties to this agreement by registered or certified mail, or by other actual notice by the Director to such party or parties. Upon termination, settlement will be made and paid only for such expenditures made prior to termination and which are found to be equitable and just by the Transportation Director.

A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE.

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B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE.

C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE. Completed original plans shall be furnished to the Department of Transportation in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects* dated February 14, 2001, and attached hereto as a part of this Agreement prior to the County letting the contract.

D. The COUNTY will secure all permits and license of every *nature* and description applicable to the project or to the construction of the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project construction.

E. The COUNTY will furnish all construction engineering for the project from County forces, as a part of the cost of the project.

F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

G. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The COUNTY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The County will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.

H. The Alabama Department of Transportation will have general supervision of the project by making periodic inspections and final acceptance of project work, and the cost therefore will be deemed a part of the project cost.

I. The COUNTY will immediately cause all work on the project to cease upon notification by the STATE that the project work is not being accomplished in accordance with the plans and/or this Agreement.

J. The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the COUNTY from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.

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K. The estimated cost of this project shall be provided for from funds outlined below:

Corporation Industrial Access Funds	\$ 630,000.00
County Funds	0.00
Total Cost (Incl. E & I)	\$ 630,000.00

L. The COUNTY will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

M. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with. Act No. 94-414.

N. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

O. Invoices of the COUNTY for cost of work performed will be forwarded to the STATE as work progresses, but not more often than monthly, and the COUNTY will be paid for the work performed up to the amount of State funds shown in this Agreement. All invoices for work performed under the terms of this Agreement will be submitted within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

P. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both, their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

Q. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

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R. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

S. Exhibit N is attached hereto as a part hereof.

T. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama *Department of Transportation*.

U. This agreement supersedes the agreement dated June 27, 2012 and that agreement dated June 27, 2012, is hereby deemed to be null and void.

V. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

RESOLUTION

BE IT RESOLVED, by the County Commission of Limestone County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Intersection improvements at Thomas L. Hammons Road and US 31 and widening and resurfacing of Thomas L. Hammons Road to the entrance of Project Crossroads to benefit Carpenter Technology Corporation. Length — 0.72 miles. Proj # IAR-042-000-005, CPMS Ref. #100058667;

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this ____ day of _____, 20 ____.

ATTESTED:

County Clerk

Chairman, County Commission

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I, the undersigned qualified and acting clerk of Limestone County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the ____ day of _____, 20 ____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this ____ day of _____, 20 ____.

SEAL

Rev. 06/01/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to table Bid 2453 for Community Safe Rooms.

The Chairman asked if there was any discussion. There was discussion amongst the Commissioners regarding postponing the bid award. Commissioner Steve Turner asked County Administrator, Pam Ball, could the bid be postponed. The County Administrator stated the bid was let to be awarded on October 21st. She didn't think the postponement would be a problem for the contractor, but could not confirm. She said it would be the contractor's decision whether they would honor their bid. The Chairman called the roll. Gary Daly, nay; Steve Turner, nay; and Ben Harrison, aye. Motion does not carry.

MOTION was made by Gary Daly and seconded by Steve Turner to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2453	Community Safe Rooms	Modular Connections, LLC Contingent on entering into agreement establishing responsibilities. Option 1: Option 2: Option 3:	\$133,626.00 \$217,816.00 \$277,235.00

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, nay. Motion carries.

MOTION was made by Ben Harrison and seconded by Steve Turner to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2456	Sanitary Supplies Nov. 1, 2013 - Oct. 31, 2014	Paper & Chemical Supply	40% discount off catalog

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to postpone the following bid proposal until the October 30th Work Session:

Proposal No.	Item	Awarded To	Amount
2457	New Asphalt Paver		

The Chairman asked if there was any discussion. County Engineer, Richard Sanders stated this would allow him time to further examine the specifications of the two lowest bids received. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2458	Thomas Hammons Road	Reed Contracting Services	\$569,739.35

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to approve Family Medical Leave for the following employees:

- Sabrina Bates, October 21 - 30, 2013
- Krystal Hines, October 9 - December 31, 2013
- Jennifer McBay, September 18 - November 15, 2013
- April Davis, October 21 - November 18, 2013

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Steve Turner to employ Brandon Baker and Daniel Craig as Deputies, pending drug and alcohol screenings.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to employ Marcia Pratt as License Tag Clerk in the License Commissioner's Office and to promote Bill Boldin to Equipment Operator III in District 2.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date	Current Rate Per Hour	New Rate Per Hour
Emily Ezzell	Accountant	07/31/13	47.87	49.27
James Hardaway	Case Manager	10/31/13	17.93	18.47

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to approve a 25 mph speed limit in Ferry Road Subdivision in District 3.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Gary Daly to transfer the following inventory items:

Transferred from	Transferred to	Item	Serial #
Information Tech.	EMA	Dell 20" Monitor	CNORNMH67444505BDLVL
Information Tech.	EMA	Dell Optiplex 780	2TR9JN1
Information Tech.	Council on Aging	Dell Optiplex 780	3L62BQ1
Information Tech.	Council on Aging	Dell Optiplex 780	1TR9JN1
Information Tech.	Council on Aging	Dell Optiplex 780	5LBPBM1
Information Tech.	Council on Aging	Dell 20" Monitor	CNORNMH67444505BDLEL
Information Tech.	Council on Aging	Dell 20" Monitor	CNORNMH67444505BDLTL
Information Tech.	Council on Aging	Dell 20" Monitor	CNORNMH67444505BDLHL

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to sell the following vehicles at public auction at the Limestone County Sheriff's Office & Detention Facility on October 26, 2013:

Department	Item	Vin. #
Maintenance	2003 Ford F150 Truck	1FTRX17W93NA93272
District 2	2000 F350 Patch Truck	1FDWW36S1YEC57133

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Steve Turner to approve to sell the following equipment at public auction at the Limestone County Sheriff's Office & Detention Facility on October 26, 2013; previously approved to sell on GovDeals:

Department	Item	Vin. #
Coroner	1999 Ford Crown Vic	2FAFP73W5XX158818
Recycling	1997 GMC Model TC10703	1GTEC14RXVZ513982
District 4 (Reserve \$5,000.00)	1994 Ford F700 Dump Truck	1FDXK74C7RVA11997

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Stanley Menefee conducted a public hearing concerning a resolution to vacate a portion of Holland Drive, now known as Holland Heights, west of Grady Street as platted in the Holland Heights Estates Subdivision as recorded in Plat Book C Page 65 in the office of The Judge of Probate of Limestone County, AL.

No one spoke in opposition.

The public hearing was closed.

MOTION was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the following resolution.

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RESOLUTION

WHEREAS, a portion of Holland Drive (now known as Holland Heights) west of Grady Street as platted in the Holland Heights Estates Subdivision as recorded in Plat Book C, Page 65 in the office of the Judge of Probate of Limestone County, AL. in Limestone County, Alabama is not, and never has been used by the general public, and

WHEREAS, the Limestone County Commission finds it in the public interest to vacate said portion of the Holland Drive, and

WHEREAS, the proposed vacation of said portion of Holland Drive has been duly advertised four consecutive weeks (Sept. 22, Sept. 29, Oct. 6, and Oct. 13, 2013) in the News-Courier, a newspaper of general circulation in Limestone County, and

WHEREAS, the adjoining property owners, Margaret K. Strain, Gene Strain, Johnny Newton, Judy Newton, Michael Shane Rice, Barry T. Griffith and Monica T. Griffith have been notified of the proposed vacation and Public Hearing concerning the vacation of said portion of the Holland Drive, and

WHEREAS, the vacation of said portion of Holland Drive will not deprive any owner of any right to convenient and reasonable means of ingress and egress, and

WHEREAS, a Public Hearing was held on October 21, 2013 at 10:00 AM at the Clinton Street Annex of the Limestone County Commission,

THEREFORE, BE IT RESOLVED that the portion of Holland Drive (now known as Holland Heights) west of Grady Street as platted in the Holland Heights Estates Subdivision as recorded in Plat Book C, Page 65 in the office of the Judge of Probate of Limestone County, AL. in Limestone County, Alabama, Alabama is hereby vacated in accordance with the Code of Alabama 1975 §23-4-1 and §23-4-2.

Done this 21st day of October, 2013.

Stanley Menefee, Chairman

Gary Daly, District 1

Steve Turner, District 2

Bill Latimer, District 3

Ben Harrison, District 4

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

County Attorney, Mark Maclin conducted a public hearing concerning a resolution for designation of certain lands in Limestone County as an industrial park, to be named Carpenter Industrial Park, and authorizes the Chairman of the Limestone County Commission to complete the execution of the Carpenter Industrial Park Governmental Services Agreement.

Several questions were asked pertaining to the Governmental Services Agreement and satisfactorily answered by County Attorney, Mark Maclin.

No one spoke in opposition.

The public hearing was closed.

MOTION was made by Gary Daly and seconded by Steve Turner to authorize the Chairman to execute the following resolution.

RESOLUTION OF THE COUNTY COMMISSION OF LIMESTONE COUNTY, ALABAMA, on petition of CARPENTER TECHNOLOGY CORPORATION ("Carpenter") for designation of certain lands located in Limestone County, Alabama, as an industrial park pursuant to the provisions of Sections 11-23-1, *et seq.*, Code of Alabama (1975), and to be named CARPENTER INDUSTRIAL PARK.

WHEREAS, Carpenter requested on or about June 6, 2013, that the lands described on Exhibit "A" hereto be designated as an industrial park, and, under the provisions of Sections 11-23-1, *et seq.*, Code of Alabama (1975), said petition includes the verified signatures of all landowners required to consent to same; and,

WHEREAS, the maps attached as Exhibit "B" show the lands which the petitioner requests to be designated as an industrial park; and,

WHEREAS, the Limestone County Commission finds the factual averments set out in the Petition of Carpenter to be true and correct; and,

WHEREAS, the Limestone County Commission did acknowledge the receipt of a petition from Carpenter at its meeting on October 7, 2013, and did resolve at said meeting to set a public hearing for its meeting on October 21, 2013; and,

WHEREAS, the Limestone County Commission did give at least ten days notice of the purpose, time and place of the said public hearing to be held on such Petition by publication one time in The News-Courier, a newspaper of general circulation throughout Limestone County, Alabama, such publication occurring in the edition of October 9, 2013, a certified copy of such publication being attached hereto as Exhibit

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“C”; and,

WHEREAS, the Limestone County Commission held a public hearing on such Petition on the 21st day of October, 2013 at 10 a.m., at which time the Commission heard all persons who appeared and desired to speak for or against the granting of such Petition; and,

WHEREAS, the acknowledgment of the petition of Carpenter, the execution and verified consents of same, and all further actions of and on behalf of the Limestone County Commission for the consideration of the petition at its meeting on October 21, 2013, are hereby ratified; and,

WHEREAS, the Limestone County Commission desires to establish the Carpenter Industrial Park and enter into a Governmental Services Agreement as provided for herein.

NOW THEREFORE, be it resolved by the Limestone County Commission that:

1. The Petition of Carpenter is hereby granted, and that the lands, an accurate legal description of which is attached as Exhibit “A” and accurate maps of which is attached hereto as Exhibit “B,” all of which have been marked approved and signed by the Chairman of the County Commission, be designated as an industrial park known as the Carpenter Industrial Park pursuant to the provisions of Sections 11-23-1, *et seq.*, Code of Alabama (1975), with all the legal effect attaching thereto as described in such law.

2. Certified copies of the land description as set forth in Exhibit “A” and of the maps as shown on Exhibit “B,” the Petition with the exhibits attached to it, and this Resolution are hereby directed to be kept part of the official files of the County Commission, and a copy thereof filed with the clerk of the Probate Court of Limestone County, Alabama for filing in the Records of the Office of the Judge of Probate of Limestone County, Alabama.

3. Pursuant to Act No. 1978-604, now codified as Alabama Code §§ 11-23-1 through 11-23-8, the County shall enter into a Governmental Services Agreement substantially in the form of Exhibit “D” hereto, which sets forth certain services to be provided by the County at the Carpenter Industrial Park, including (i) construction, maintenance and cleaning of any public streets within or crossing the boundaries of the Park; (ii) street lighting along such public streets; (iii) garbage and refuse collection and disposal, excluding any industrial waste and hazardous materials; and (iv) sheriff protection.

4. The Chairman of the County is hereby authorized to take all such further action as the Chairman may deem necessary, proper, convenient or desirable in order to carry out each of the foregoing resolutions and to effectuate fully the purposes and

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intents thereof to enter into the Governmental Services Agreement and to establish the Carpenter Industrial Park, including execution of any related documents or instruments.

This 21st day of October, 2013.

ATTEST:

LIMESTONE COUNTY COMMISSION

By: _____
Name: Pam Ball
Its: County Administrator

By: _____
Name: Stanley Menefee
Its: Chairman

[SEAL]

Exhibit "A"

LEGAL DESCRIPTION

PARCEL A

BEGIN AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 4 WEST, AND RUN THENCE N 88°55'27" W (ALABAMA STATE COORDINATE GRID-WEST ZONE [NAD1983]) A DISTANCE OF 74.93 FEET TO A POINT; THENCE N 00°24'52" E A DISTANCE OF 30.00 FEET TO A POINT; THENCE N 88°55'27" W A DISTANCE OF 208.70 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE N 88°55'27" W ALONG THE NORTH RIGHT-OF-WAY MARGIN OF THOMAS L. HAMMONS ROAD (60' ROW) A DISTANCE OF 3472.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2027.56 FEET (CHORD BEARING N 18°06'55" W , CHORD DISTANCE 745.84 FEET) AN ARC DISTANCE OF 750.11 FEET TO AN IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 01°13'01" E A DISTANCE OF 1264.74 FEET TO TVA MONUMENT 55; THENCE S 88°56'52" E A DISTANCE OF 667.58 FEET TO A POINT; THENCE N 01°03'36" E A DISTANCE OF 669.72 FEET TO TVA MONUMENT 53; THENCE S 88°56'16" E A DISTANCE OF 661.08 FEET TO TVA MONUMENT 52; THENCE S 01°00' W A DISTANCE OF 670 FEET TO A POINT; THENCE S 89°06'36" E A DISTANCE OF 1323.68 FEET TO TVA MONUMENT 50; THENCE N 01°01'47" E A DISTANCE OF 666.46 FEET TO A POINT; THENCE S 88°59'30" E A DISTANCE OF 660.43 FEET TO A POINT; THENCE N 00°25'02" E A DISTANCE OF 668.00 FEET TO TVA MONUMENT 47; THENCE N 89°05'15" W A DISTANCE OF 659.88 FEET TO TVA MONUMENT 46; THENCE N 00°55'09" E A DISTANCE OF 668.30 FEET TO AN IRON PIN; THENCE N 89°22'44" E A DISTANCE OF 1242.92 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY MARGIN OF US HIGHWAY 31; THENCE S 00°52'52" W ALONG THE WEST RIGHT-OF-WAY MARGIN OF SAID US HIGHWAY 31 A DISTANCE OF 1160.00 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE S 00°24'52" W ALONG THE WEST

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RIGHT-OF-WAY MARGIN OF SAID US HIGHWAY 31 A DISTANCE OF 2644.18 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 88°55'27" W A DISTANCE OF 208.70 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE S 00°24'52" W A DISTANCE OF 208.70 FEET TO THE TRUE POINT OF BEGINNING, LYING AND BEING WITHIN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 4 WEST, AND CONTAINING 231.40 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AS SHOWN ON PLAT.

PARCEL B

BEGIN AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 4 WEST, AND RUN THENCE N 88°55'27" W (ALABAMA STATE COORDINATE GRID-WEST ZONE [NAD1983]) A DISTANCE OF 74.93 FEET TO A POINT; THENCE N 00°24'52" E A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE N 88°55'27" W ALONG THE NORTH RIGHT-OF-WAY MARGIN OF THOMAS L. HAMMONS ROAD (60' RIGHT-OF-WAY) A DISTANCE OF 208.70 FEET TO A CAPPED IRON PIN SET (STAMPED AL/CA0021/LS); THENCE N 00°24'52" E A DISTANCE OF 208.70 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE S 88°55'27" E A DISTANCE OF 208.70 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS) ON THE WEST RIGHT-OF-WAY MARGIN OF US HIGHWAY 31; THENCE S 00°24'52" W A DISTANCE OF 208.70 FEET TO THE TRUE POINT OF BEGINNING, LYING AND BEING WITHIN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 4 WEST, LIMESTONE COUNTY, ALABAMA, AND CONTAINING 1.00 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AS SHOWN ON PLAT.

PARCEL C

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 WEST, LIMESTONE COUNTY, ALABAMA AND RUN THENCE N 00°47' W (ALABAMA STATE COORDINATE GRID-WEST ZONE [NAD1983]) A DISTANCE OF 20.00 FEET; THENCE N 89°38' W A DISTANCE OF 75.00 FEET TO A POINT; THENCE N 88°50'18" W ALONG THE NORTH RIGHT OF WAY MARGIN OF SANDY ROAD A DISTANCE OF 3329.59 FEET TO AN IRON PIN; THENCE N 02°24'51" W A DISTANCE OF 2628.94 FEET TO AN IRON PIN; THENCE S 88°34'18" E A DISTANCE OF 222.68 FEET TO AN IRON PIN; THENCE N 00°48'42" E A DISTANCE OF 606.74 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE TRUE POINT OF BEGINNING CONTINUE N 00°48'42" E A DISTANCE OF 312.50 FEET TO AN IRON PIN; THENCE S 84°18'59" E A DISTANCE OF 293.80 FEET TO AN IRON PIN; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 574.45 FEET (CHORD BEARING N 47°47'26" E, CHORD DISTANCE 470.66 FEET) AN ARC DISTANCE OF 484.93 FEET TO AN IRON PIN; THENCE N 13°11'52" E A DISTANCE OF 63.31 FEET TO AN IRON PIN; THENCE N 02°39'14" W A DISTANCE OF 152.55 FEET TO AN IRON PIN; THENCE N 06°44'57" E A DISTANCE OF 344.27 FEET TO AN IRON PIN; THENCE ALONG A CURVE TO

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THE RIGHT HAVING A RADIUS OF 231.37 FEET (CHORD BEARING N 52°02'22" E, CHORD DISTANCE 354.05 FEET) AN ARC DISTANCE OF 403.15 FEET TO AN IRON PIN; THENCE S 85°06'40" E A DISTANCE OF 108.91 FEET TO AN IRON PIN; THENCE S 73°51'36" E A DISTANCE OF 34.49 FEET TO AN IRON PIN; THENCE N 01°18'17" E A DISTANCE OF 630.43 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY MARGIN OF THOMAS L. HAMMONS ROAD (60' ROW); THENCE S 88°55'18" E ALONG SAID MARGIN A DISTANCE OF 1277.71 FEET TO AN IRON PIN; THENCE S 01°03'24" W A DISTANCE OF 399.66 FEET TO AN IRON PIN; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 817.18 FEET (CHORD BEARINGS 19°32'07" E, CHORD DISTANCE 483.42 FEET) AN ARC DISTANCE OF 490.76 FEET TO AN IRON PIN; THENCE S 00°45'14" W A DISTANCE OF 774.27 FEET TO AN IRON PIN; THENCE S 07°00'03" W A DISTANCE OF 458.47 FEET TO AN IRON PIN; THENCE N 89°11'16" W A DISTANCE OF 1023.38 FEET TO AN IRON PIN; THENCE N 86°51'57" W A DISTANCE OF 456.25 FEET TO A CAPPED IRON PIN SET (STAMPED PWM ALICA0021/LS); THENCE S 41°37'59" W A DISTANCE OF 312.76 FEET TO A CAPPED IRON PIN SET (STAMPED PWM ALICA0021/LS); THENCE N 88°41'44" W A DISTANCE OF 431.29 FEET TO A CAPPED IRON PIN SET (STAMPED PWM ALICA0021/LS); THENCE N 26°01'22" W A DISTANCE OF 77.25 FEET TO A CAPPED IRON PIN SET (STAMPED PWM ALICA0021/LS); THENCE N 14°54'16" E A DISTANCE OF 15.00 FEET A CAPPED IRON PIN SET (STAMPED PWM ALICA0021/LS); THENCE N 47°33'06" E A DISTANCE OF 20.00 FEET TO A CAPPED IRON PIN SET (STAMPED PWM ALICA0021/LS); THENCE N 37°28'40" W A DISTANCE OF 18.73 FEET TO A CAPPED IRON PIN SET (STAMPED PWM ALICA0021/LS); THENCE S 50°31'33" W A DISTANCE OF 17.74 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE S 32°38'41" W A DISTANCE OF 26.10 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 12°32'56" W A DISTANCE OF 159.91 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 71°46'56" W A DISTANCE OF 230.43 FEET A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 89°02'12" W A DISTANCE OF 68.22 FEET TO THE TRUE POINT OF BEGINNING, LYING AND BEING WITHIN SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 WEST, LIMESTONE COUNTY, ALABAMA, AND CONTAINING 90.64 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AS SHOWN ON PLAT.

PARCEL D

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 WEST, LIMESTONE COUNTY, ALABAMA, AND RUN THENCE N 89°10'11" W (ALABAMA STATE COORDINATE SYSTEM - GRID BEARING) ALONG THE SOUTH BOUNDARY OF SAID SECTION 33 A DISTANCE OF 3602.65 FEET TO A POINT; THENCE N 00°49'49" E A DISTANCE OF 3089.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY MARGIN OF SANDY ROAD; THENCE N 02°30'58" W ALONG THE EAST RIGHT-OF-WAY MARGIN OF SAID SANDY ROAD A DISTANCE OF 490.59 FEET TO A POINT; THENCE S 89°10'11" E A DISTANCE OF

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300.74 FEET TO A TVA BOUNDARY LINE AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE TRUE POINT OF BEGINNING RUN N 00°48'56" E ALONG SAID TVA BOUNDARY A DISTANCE OF 254.01 FEET TO TVA MONUMENT NO. 61; THENCE N 87°33'03" E ALONG SAID TVA BOUNDARY A DISTANCE OF 258.54 FEET TO TVA MONUMENT NO. 60; THENCE N 02°-52'56" W ALONG SAID TVA BOUNDARY A DISTANCE OF 397.83 FEET TO TVA MONUMENT NO. 59; THENCE S 89°11'31" W ALONG SAID TVA BOUNDARY A DISTANCE OF 232.22 FEET TO TVA MONUMENT NO. 58; THENCE N 00°44'58" E ALONG SAID TVA BOUNDARY A DISTANCE OF 1034.00 FEET TO TVA POINT NO. 57 R.M. SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY MARGIN OF HARRIS STATION ROAD; THENCE S 88°53'58" E ALONG THE SOUTH RIGHT-OF-WAY MARGIN OF SAID HARRIS STATION ROAD A DISTANCE OF 1100.55 FEET TO A POINT; THENCE S 01°19'37" W A DISTANCE OF 630.43 FEET TO A POINT; THENCE N 73°51'36" W A DISTANCE OF 34.49 FEET TO A POINT; THENCE N 85°05'20" W A DISTANCE OF 108.91 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 231.37 FEET (A CHORD BEARING OF S 52°03'42" W, A CHORD DISTANCE OF 354.05 FEET) AN ARC DISTANCE OF 403.15 FEET TO A POINT; THENCE S 06°46'17" W A DISTANCE OF 344.27 FEET TO A POINT; THENCE S 02°37'54" E A DISTANCE OF 152.55 FEET TO A POINT; THENCE S 13°13'12" W A DISTANCE OF 63.31 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 574.45 FEET (A CHORD BEARING OF S 47°48'46" W, A CHORD DISTANCE OF 470.66 FEET) AN ARC DISTANCE OF 484.93 FEET TO A POINT; THENCE N 84°17'39" W A DISTANCE OF 292.76 FEET TO THE TRUE POINT OF BEGINNING, LYING AND BEING WITHIN THEN ½ OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 WEST, LIMESTONE COUNTY, ALABAMA, AND CONTAINING 29.0 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 WEST, LIMESTONE COUNTY, ALABAMA AND RUN THENCE N 00°47' W (ALABAMA STATE COORDINATE GRID-WEST ZONE [NAD1983]) A DISTANCE OF 20.00 FEET; THENCE N 89°38' W A DISTANCE OF 75.00 FEET TO A POINT; THENCE N 88°50'18" W ALONG THE NORTH RIGHT OF WAY MARGIN OF SANDY ROAD A DISTANCE OF 3329.59 FEET TO AN IRON PIN; THENCE N 02°24'51" W A DISTANCE OF 2628.94 FEET TO AN IRON PIN; THENCE S 88°34'18" E A DISTANCE OF 222.68 FEET TO AN IRON PIN; THENCE N 00°48'42" E A DISTANCE OF 919.24 FEET TO A POINT; THENCE N 00°45'47" E A DISTANCE OF 254.01 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 87°29'54" E A DISTANCE OF 258.54 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 02°56'05" W A DISTANCE OF 397.83 FEET TO CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE 89°08'22" W A DISTANCE OF 232.22 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 00°41'49" E A DISTANCE OF 513.95 FEET TO A CAPPED IRON PIN AND THE TRUE POINT OF BEGINNING OF THE TRACT

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HEREIN DESCRIBED, THENCE FROM THE TRUE POINT OF BEGINNING CONTINUE N 0°41'49" E A DISTANCE OF 520.00 FEET TO A CAPPED IRON PIN FOUND ON THE SOUTH RIGHT-OF-WAY MARGIN OF THOMAS L. HAMMONS ROAD (60' ROW); THENCE S 88°55'19" E ALONG THE SOUTH RIGHT-OF-WAY MARGIN OF THOMAS L. HAMMONS ROAD A DISTANCE OF 700.00 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE S 00°39'40" W A DISTANCE OF 520.00 FEET TO A CAPPED IRON PIN SET (STAMPED PWM AL/CA0021/LS); THENCE N 88°55'16" W A DISTANCE OF 700.00 FEET TO THE TRUE POINT OF BEGINNING, LYING AND BEING WITHIN SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 WEST, LIMESTONE COUNTY, ALABAMA, AND CONTAINING 8.36 ACRES, MORE OR LESS.

Exhibits B, C & D will be included in the minute book.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

Recessed at 10:37 a.m. until 10:00 a.m. on Wednesday, October 30, 2013, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.